

## **Exhibit 1**

Francesco Gallo

1/7/2008

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complaints that he was receiving?

A. No.

Q. You were the head of Human Resources, correct?

A. In your previous question, Mr. Sciarresi was complaining himself.

Q. I didn't ask that question, Mr. Gallo.

A. What is your question?

Q. My question is, did Mr. Sciarresi tell you anything about these complaints of discrimination that he was receiving.

A. He was not, he did not report to me complaint of discrimination he was receiving. He was complaining discriminatory tactics approach requested to him by Mr. Libutti and Mr. Galli, vis-a-vis new hiring or people working at Alitalia.

Q. Did he tell you any specific instances in which he was asked to do something that he regarded as discriminatory?

A. Yes. A salesperson, probably in Atlanta, I don't remember where, but definitely not New York, about a black sales representative being gay, being black, and being, having some problem with his right or left eye. I don't remember specifically.

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Q. Well, what was the complaint? What were they asking him to do to this gay, black, sales representative with an eye problem?

A. To fire him, to terminate him.

Q. To fire him?

A. Yes.

Q. And Mr. Sciarresi didn't want to fire him?

A. No.

Q. Mr. Sciarresi thought that this man was being fired unfairly?

A. Yes, I think so.

Q. Well, I want to know what he told you.

Did Mr. Sciarresi tell you that he thought the man was being fired unfairly?

A. Could you repeat?

(Pending question was read.)

A. Was requested of him to fire unfairly, right.

Q. Did Mr. Sciarresi tell you the reason he was being given was for firing this man?

A. Because Mr. Libutti met this gentleman and he reported that he found out that he was gay, that he was black, yes, and that he had a physical problem to his eye. I don't know if he was hired

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during Mr. Sciarresi's tenure or whatever, but Mr. Libutti was unhappy with this gentleman that he met.

Q. Okay. And was he fired, the man?

A. No, because I believe in 2006,

Mr. D'Ilario brought to my attention, Mr. Sciarresi wasn't there anymore, of the difficulties that the manager of this gentleman, I don't remember, I don't recall the name, was having.

So knowing what previously happened, I asked Mr. D'Ilario to have this gentleman come to New York. First to do that, I speak to the manager of this representative and she complained to me that she was unhappy for the gentleman's performance.

Q. Now you're getting way ahead of yourself. We're only talking about Sciarresi. Mr. Sciarresi was there only in 2004 in the New York office?

A. I believe, yeah, being the time of 2003, 2004.

Q. In 2004 Mr. Sciarresi was there and clearly was not fired since you were pointing out he was still around in 2006?

A. Yeah.

Q. In fact, is his name Actin Watts?

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A. Yes.

Q. Are you aware of whether Mr. Actin Watts is still with Alitalia?

A. Up to May 2006 he was there, I was there. I don't know today.

Q. Who had the authority to renew Mr. Sciarresi's contract?

A. The main office.

Q. In Rome?

A. Yes.

Q. Not Mr. Libutti?

A. The competent office would have asked Mr. Libutti's input on his performance.

Q. Do you know whether they ever did ask?

A. No.

Q. Do you know whether Mr. Sciarresi's contract was renewed?

A. Mr. Sciarresi was sick at a certain point.

Q. You're not --

A. And he left the United States.

Q. Yes. The question is whether his contract was renewed; do you know?

A. I don't think so, no.

Q. If I told you it was renewed in July of

## **Exhibit 2**



New York September 7, 2006

Francesco Gallo  
300 East 59<sup>th</sup> Street, Apt. 305  
New York, NY 10022

Dear Mr. Gallo:

As you know, the consulting agreement between you and ALITALIA - Linee Aeree Italiane, S.p.A. ("Alitalia"), executed on September 15, 2005, called for the following payments from Alitalia to you:

Par. 2 (a) - - \$300,000 gross of taxes, payable immediately.

Par. 2 (b) - - \$54,000 as a lump sum contribution to your "pension".

Par. 3 - - \$600,000 for consulting services, payable in three installments of \$200,000 each, the first to be made on September 15, 2005, and at six month intervals thereafter. The first two payments of this amount have been made, and the third is due on September 15, 2006.

Our understanding is that you requested that the \$300,000 severance payment not be paid when it was due, and that it remains unpaid to date. Although you have never requested payment, Alitalia wishes to satisfy its commitments, and accordingly on or about September 15, 2006, the \$300,000 less appropriate withholding and payroll taxes, will be directly deposited to your checking account.

There is no pension fund into which Alitalia could pay a lump sum of \$54,000 on your behalf. In keeping with the spirit of the consulting agreement, however, Alitalia will pay you the lump sum of \$54,000, from which nothing shall be deducted, on or about September 15, 2006. The payment will be made by wire transfer. If you prefer some other method of payment, please let us know by September 12<sup>th</sup> 2006.

The final consulting fee of \$200,000, from which nothing will be deducted, will be paid to you in the same manner as the \$54,000 payment, unless you instruct us otherwise, respecting the same deadline mentioned above.

We believe that these payments resolve all claims for payment to you by Alitalia that you may have, other than benefits that are vested.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrea Porru".

Andrea Porru  
Director, Human Resources  
The Americas

cc: Mr. Thierry Aucoc  
cc: Mr. Marco Marchese  
cc: Mrs. Angela Ross

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FRANCESCO GALLO,

Plaintiff,

-against-

ALITALIA – LINEE AEREE ITALIANE –  
SOCIETA PER AZIONI, PIERANDREA GALLI,  
and GIULIO LIBUTTI,

Defendants.

Case No. 07 CV 06418 (CM)(RLE)

**CERTIFICATE OF SERVICE**

I, Alan M. Koral, hereby declare, pursuant to 28 U.S.C. 1746, under penalty of perjury, that on July 7, 2008, I caused a copy of the **SUPPLEENTARY AFFIRMATION OF ALAN M. KORAL** to be served upon Plaintiff by electronically filing same, thereby ensuring that Plaintiff's attorney, Derek T. Smith, Esq. of Akin & Smith, LLC, received same because he is a registered e-filer and registered to receive e-notices in this case.

DATED: July 7, 2008

s/ Alan M. Koral  
Alan M. Koral